

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

HAZEL CALCAÑO LOPEZ, ET AL.,

Plaintiffs

vs.

LUIS CANETTI MIRABAL, ET AL.,

Defendants

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CIVIL NO.: 97-2255(SEC)

Damages

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U.S. DISTRICT COURT
SAN JUAN, P.R.

SETTLEMENT JUDGMENT

On this date, came on to be heard the above-captioned cause, when came Plaintiffs, by and through their attorneys of record, came also the Defendants, by and through their counsel of record. These parties then announced to the Court that subject to approval of the Court, a Release and Settlement Agreement and a Mutual Settlement Agreement and Release of All Claims (hereinafter sometimes referred to as the "Agreements") have been reached. The terms of the agreements are as follows:

A. Lump Sum Payments

Defendants, paid to the Plaintiffs, certain lump sum payments which the parties have agreed not to disclose.

The Plaintiffs agree to pay from said sums, all of their attorney's fees and all other costs and expenses resulting to them or incurred by or on their behalf in connection with the settlement set forth herein.

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B. Periodic Payments

Subject to the terms and conditions of the agreements, Defendant Centro Médico del Turabo D/B/A Hospital Interamericano de Medicina Avanzada and American International Insurance Company of Puerto Rico agreed to pay Plaintiff Hazel Calcaño López the following periodic payments:

Guaranteed Monthly Income Beginning on 11/15/2000	-	\$3,000/month (\$36,000/year) guaranteed for 5 years certain (Last Payment - 09/15/2005)
Guaranteed Lump Sum Payment Payable on 11/15/2005	-	\$129,070

The agreements, having been made known to the Court, the Court is of the opinion that such agreements of settlement are in the best interest of Plaintiffs and the Court does hereby approve the Agreements as a compromise settlement in this case. It is, therefore

ORDERED, ADJUDGED and DECREED by the Court that the Plaintiffs do have and recover the undisclosed sums paid in cash at the time of settlement, in addition, the following future periodic payments payable to Plaintiff Hazel Calcaño López, as provided by, and in accordance with the terms and conditions of the Agreements, as agreed by Plaintiff Hazel Calcaño López, and Centro Médico del Turabo D/B/A Hospital Interamericano de Medicina Avanzada and the American International Insurance Company of Puerto Rico, attached hereto under Court seal and made a part of this Judgment for all purposes:

Guaranteed Monthly Income Beginning on 11/15/2000	-	\$3,000/month (\$36,000/year) guaranteed for 5 years certain (Last Payment - 09/15/2005)
Guaranteed Lump Sum Payment Payable on 11/15/2005	-	\$129,070

It is further, ORDERED, ADJUDGED and DECREED by the Court that pursuant to Commonwealth of Puerto Rico Insurance Code § 41.100 if any installment of the adjudicated

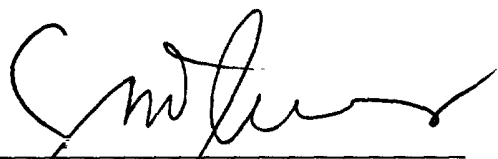
It is further, ORDERED, ADJUDGED and DECREED by the Court that pursuant to Commonwealth of Puerto Rico Insurance Code § 41.100 if any installment of the adjudicated compensation is defaulted, plaintiff Hazel Calcaño López may request the Court to disallow the authorization to pay the compensation by installments and the Court shall issue an order requiring Centro Médico del Turabo D/B/A Hospital Interamericano de Medicina Avanzada to pay the total unpaid balance in one payment.

The Court finds that the Agreements incorporated herein by reference, have been signed by all parties thereto, and that the entire amounts awarded Plaintiffs herein have been paid to said Plaintiffs. It is, therefore

ORDERED, ADJUDGED and DECREED that the case is voluntarily dismissed, with prejudice as to defendants Dr. Luis Canetti, Dr. José Curet, Elizabeth Ortiz Zayas, and Centro Médico del Turabo D/B/A Hospital Interamericano de Medicina Avanzada except that as to the periodic payments, the court retains jurisdiction in execution as hereinbefore provided. Defendants are fully relieved and discharged from all liability, for the incident made the basis of this suit. It is, further


ORDERED, ADJUDGED and DECREED that the Plaintiffs herein are denied all relief not expressly granted by this Judgment as against Defendants, whether the relief was requested or whether it could have been requested in this case.

SIGNED this 27th day of October, 2000.




JUSTO ARENAS
MAGISTRATE JUDGE PRESIDING

APPROVED AND AGREED TO:


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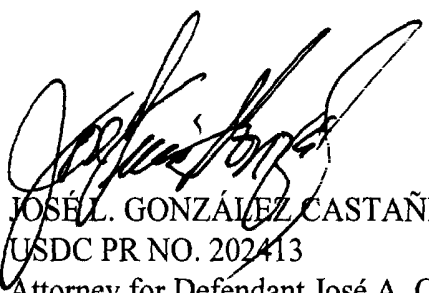

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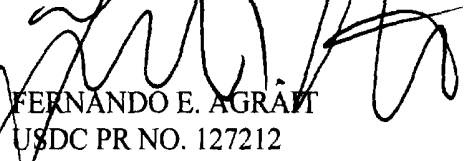

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